

Memorandum of Agreement

By and between

The Commonwealth of Massachusetts

and the

[UNION]

Regarding Telework/Hybrid schedules

1. In accordance with the Telework Policy, Executive Branch Agencies shall promote a hybrid work model consisting of a combination of telework and in-office work where statutorily permitted and operationally feasible. This policy is not applicable to positions with duties that require services to be provided entirely in person.
2. As Agencies transition to the Hybrid model, the Employer will provide Employees with a copy of the new telework policy and acknowledgment form. Employees will meet with their supervisors/managers to coordinate their individual Hybrid schedules based on their job duties and operational need. All Employees approved to work a Hybrid schedule will be required to review and sign the acknowledgement form annually. Additionally, Employees who believe that they can successfully perform a portion of their duties from home, or some other alternative location may submit a request on a form provided by the Employer.
3. Once approved, such arrangement shall continue in effect until altered by agreement or as provided herein. In the event the Employee wishes to terminate the telework arrangement and return to the office full-time, the Employee shall provide 30 days advance written notice. The 30-day notice may be waived if agreed to by the Employer.
4. In recognition of the lack of experience the parties have with the hybrid work model, the parties agree to the following pilot appeal process that will become effective upon execution of this Memorandum of Agreement and after employees return to their hybrid work schedule. The pilot appeal process will expire two years from the date of execution of this agreement. After the two-year period, the appeal process will sunset and will no longer be in effect, unless both parties agree to extend it in writing, signed by both parties. Should the union request it, the Commonwealth will enter into bargaining regarding the pilot appeal process prior to its expiration. The pilot appeal process applies exclusively to full revocation of individual employee telework and not to agency decisions to return a functional work group to the office full-time. The term “full

revocation” shall be limited to a decision that requires an individual employee, who previously worked in a hybrid schedule, to return to the office for 100% of their schedule with an indefinite/undefined return date. If the parties do not agree to extend the pilot appeal process, then these appeals will be heard by the Executive Office of Administration & Finance’s Office of Transformation or a designee within A&F until and unless a new appeal process is established.

5. In the event the Agency wishes to revoke the Telework component of an individual Employee’s schedule for reasons other than ongoing connectivity issues, the Agency shall provide the Employee the specific reasons in writing with 30 days advance notice of full revocation of telework. If there are emergency/exigent circumstances, the Agency shall provide as much notice as practicable with an explanation of why less than 30 days’ notice was provided. The written notice shall include a detailed explanation (including but not limited to identified in-person duties; or performance issues that management has determined would be best addressed by the Employee working in the office daily), effective date, schedule, and location for the Employee to report. Telework will not be revoked for reasons that are arbitrary or capricious. Additionally, Agencies may require Employees to report to the office at a greater frequency, although still hybrid, in accordance with departmental needs. Agencies shall establish an internal reconsideration process for Employees whose telework schedules were reduced. Said reconsideration process shall not be reviewable outside of the Agency.
6. The Parties agree to an Expedited Review within seven days of notification of full revocation of Telework Status. The Employee/Union may request, in writing, a review of the full revocation to the Secretariat Human Resources Director or their Designee. The Employer will meet with the Employee/Union and/or respond in writing within 14 days.
7. If the concerns raised during the review of an individual’s full revocation of Telework are not resolved at the Secretariat level and the Union alleges that the decision was arbitrary or capricious, the parties agree to an expedited alternative dispute resolution (ADR) hearing with a neutral party. The neutral party shall be limited to determining if the revocation was arbitrary or capricious with no authority to determine the Employee’s schedule. In addition, as noted above, this provision will be implemented for full revocations of Telework after employees are returned to the office in the new hybrid model.
8. An employee’s residence, or alternative location must be approved by the Employee’s supervisor/manager. The Employer shall not unreasonably restrict the alternative location at which the Employee performs work. All work locations must meet the minimum privacy and data security requirements as outlined in the telework policy. Confidential work cannot be performed in a public setting. All Employees must be available to travel to their officially designated work location with as little notice as the same workday should an exigent circumstance arise (including but not limited to an operational need or

a technology failure such as laptop malfunction or internet outage.) For the purposes of defining this availability, such travel shall not include air transportation.

9. Secretariats/Agencies shall develop policies for providing office supplies or reimbursing those Employee expenses identified by the Secretariat/Agency as necessary for the Employee to perform their job duties via Telework. Employees shall request approval prior to making expenditures and Agencies may choose to provide materials themselves rather than have the Employee purchase them. Secretariat/Agency shall not reimburse for costs associated with furniture, utilities, internet access, home maintenance or operating costs, and/or the maintenance or repair of privately-owned equipment. Approved expense reimbursements shall be paid in accordance with Article 11 of the Collective Bargaining Agreement.
10. Employees who have a disability and are seeking a reasonable accommodation should contact their Agency's ADA coordinator. Reasonable accommodations are determined on an individualized basis based on federal and state disability law.
11. Employees who work from home/alternative locations and do not have the technical capacities to work for any reason other than due to a state of emergency, or power failure not exceeding one business day, may be asked to report to the nearest office, be assigned other work, or be approved to use appropriate benefit time. Employees with ongoing connectivity issues will be directed to report to the office full-time and the required notice period shall be waived by the parties.
12. On an approved telework workday, Employees who need to travel for a work-related assignment shall have their mileage reimbursement determined from their home or their approved alternative work location, whichever is shorter. However, Employees shall not be reimbursed for commuting between their home/alternative work location and their regularly assigned office.
13. Employees who telework shall be provided with electronic equipment and software required to perform their jobs and necessary training as determined by the Employer.
14. No Employee shall be required to telework.
15. Office spaces will be transformed, and many workspaces and offices will be unassigned to accommodate the hybrid operational model. A user-friendly online reservation system will be established so that Employees can reserve space for their days in the office.
16. The "Temporary Telework Flexible Work Program" (TTFWP) shall continue to be available for the duration of this agreement.

17. EPRS ratings should be based on the Employee's performance, whether on site or remote.

For the Union:

Date

For the Commonwealth:

Date